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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT TACOMA

11 FRANK L. LEYVA, JR. and
12 MOLISSA A. LEYVA,

13 Plaintiff,

14 v.
15 ALLSTATE FIRE & CASUALTY
16 INSURANCE COMPANY,

17 Defendant.

18 CASE NO. 2:21-CV-987-RSM-DWC

19 ORDER ON MOTION TO COMPEL
20 AND STAY

21 The District Court referred this action to United States Magistrate Judge David W.
22 Christel. Dkt. 8. Presently before the Court is Defendant Allstate Fire & Casualty Insurance
23 Company's Motion to Compel Appraisal and Stay Litigation. Dkt. 23.

24 Plaintiffs Frank L Leyva, Jr. and Molissa A. Leyva filed the instant action in Whatcom
County Superior Court – a Washington State court – on June 9, 2021. Dkt. 1-1. The action arises
from Defendant Allstate Fire & Casualty Insurance Company's (Allstate) alleged improper
handling of Plaintiffs' claims of property damage and loss of use of their vehicle following a
motor vehicle accident. *See id.*; Dkt. 11.

1 On January 27, 2022, Allstate filed the pending Motion to Compel. Dkt. 23. Allstate
 2 requests the Court compel Plaintiffs to abide by the terms of the insurance policy and participate
 3 in an appraisal of the vehicle at issue in this lawsuit. *Id.* Allstate also seeks a stay of this
 4 litigation until the appraisal is completed. *Id.* On February 7, 2022, Plaintiffs filed a Response to
 5 the Motion to Compel agreeing to participate in the appraisal and requesting a four-month stay.
 6 Dkt. 26. Allstate contends Plaintiffs' request includes appraisal terms that complicate the
 7 litigation. Dkt. 30. Allstate also asserts a four-month stay is unnecessary. *Id.*

8 The parties agree to an appraisal and a stay; however, the parties dispute the terms of the
 9 appraisal and the length of the stay. Therefore, the Motion to Compel (Dkt. 23) is granted as
 10 follows:

- 11 1. Each party shall choose, at their own expense, an appraiser to participate in an
 12 appraisal of Plaintiffs' 2016 Nissan Maxima consistent with the terms set forth in
 13 Plaintiffs' insurance policy with Allstate.¹
- 14 2. The two appraisers will choose an umpire. If the appraisers cannot agree on an
 15 umpire, the undersigned will select one.
- 16 3. The appraisers shall arrange an agreeable time and location to conduct a joint
 17 inspection of the vehicle, which must occur within sixty (60) days of the date of

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 20 ¹ Under the terms of the insurance policy issued by Allstate to Plaintiffs,

21 Both [Plaintiffs] and [Allstate] have a right to request an appraisal of the loss. In the event there is
 22 mutual consent of the parties, each will appoint and pay a qualified appraiser. Other appraisal
 23 expenses will be shared equally. The two appraisers, or a judge of a court of record, will choose an
 24 umpire. Each appraiser will state the actual cash value and the amount of loss. If they disagree, they
 determine the amount of the loss.

this Order. Plaintiffs shall provide any information or documentation requested by the appraisers.

4. The appraisers shall conduct their work and submit their findings. If they agree on the issues and results, the appraisal is complete. If they disagree, any disagreement between the appraisals shall be submitted to the umpire and resolved by the terms set forth in the insurance policy.

7 As the Court has granted the parties' Stipulated Motion to Continue Trial Date and
8 Extend Deadlines, the Court declines Plaintiffs' request to stay this case for four months. *See*
9 Dkt. 34. This matter is stayed until the appraisal is completed. Within fourteen (14) days of
10 completing the appraisal, the parties shall file a joint status report advising the Court of the
11 outcome of the appraisal and the status of this case.

Dated this 21st day of March, 2022.

David W. Christel
David W. Christel
United States Magistrate Judge